STATE CONSUMER DISPUTES REDRESSAL COMMISSION,
BIHAR, PATNA
FINAL ORDER

First Appeal No. A/65/2018
(Date of Filing : 28 Feb 2018)
(Arisen out of Order Dated in Case No. of District)

1. Manager, Bajaj Allianz General Insurance Co. Ltd
Munna Chowk, Kankarbagh, Patna ....Appellant(s)

Versus

1. Ravi Kumar
Son of Kehav Prasad, Resident of Village- Harazpur, PO-Luxmipur, PS- Motihari Mufassil, District- East Champaran ....Respondent(s)

BEFORE:

MISS GITA VERMA PRESIDING MEMBER
MD. SHAMIM AKHTAR JUDICIAL MEMBER

PRESENT:

Dated : 02 May 2024

Final Order / Judgement

Dated: 02.05.2024

Miss Gita Verma (Judicial Member)

Order

1. This appeal has been filed by the Branch Manager, Bajaj Allianz Insurance Co. Ltd. (O.P) against the order dated 30.01.2018 passed by District Consumer Disputes Redressal Forum, East Champaran in Complaint case no. 63 of 2017 wherby the complaint has been allowed and the O.Ps has been ordered to pay to the complainant the insurance amount Rs. 5,48,105/- of the vehicle and Rs. 5,000/- as litigation cost to the complainant within six weeks of the date of order.
2. The case of the complainant is that he had purchased a Bolero motor vehicle on 27.02.2012 by taking loan from ICICI bank, the vehicle was insured with the O.P. Its registration number was BR-05P-6194. On the night of 05.02.2013 the vehicle was stolen by unkown persons from his Darwaza. He gave information of theft to local police who registered Mufassil PS case no. 51 of 2013. On 21.02.2013 information of theft was given to the O.P by the complainant. The O.P. demanded some papers and the complainant handed over those papers to O.P. Thereafter, the O.P deputed someone to enquire about the information of theft. That person enquired and submitted his enquiry report but the O.P did not pay the insurance amount of the vehicle to him. Then he sent a legal notice to the O.P. on

27.04.2017. The O.P. did not sent any reply. Then he filed complaint in question with the prayer to direct the O.P to pay him the amount of insurance and the cost of litigation etc.

3. The O.P. appeared and filed a written statement stating therein that the complaint was liable to be dismissed, firstly for the reason that it was time barred. The complaint had been filed after three years of the alleged theft. So, it was not maintainable. Secondly, the vehicle in question was insured as private vehicle but it was registered as a commercial vehicle. It was a violation of the terms and conditions of the insurance policy. So, for this reason also the complainant was not entitled to any relief and his claim was liable to be dismissed.
4. It appears from the impugned order and the papers on the record that the investigation of the police case was not completed till the date of filing of complaint petition.
5. The District Forum on perusing the evidences and papers filed by both parties has found and held that according to the report of enquiring officer it was found true that the vehicle in question had been stolen and the investigation of police case in respect of its theft was still pending. It is admitted position that the vehicle was insured with the O.P. against theft and damage etc. So, it has allowed the claim of the complainant as mentioned above.
6. Heard the learned counsel for both parties and perused the record, on a perusal of Xerox copy of insurance policy which is on record it is found that the registration number of the vehicle is not mentioned therein. The others detail of the vehicle such as chasis number, engine number etc are only mentioned therein. It also appears from it that the vehicle was insured as a private car – package policy under policy number 0G-12-2444-1801-00001622 for the period 27.02.2012 to 26.02.2013. The policy was issued on 05.03.2012, the insurance amount of the vehicle was Rs. 5,48,105/-. It has been mentioned in the policy under the heading limitation- as to use. The policy covers use of the vehicle for any purpose other than the hire and reward carriage of goods etc. it appears on perusal of registration certificate of the vehicle that it was registered as the Taxi on 20.03.2012 and the validity of registration was upto 19.03.2014.
7. It is clear from the aforesaid fact that at the time of taking the policy the complainant had not disclosed to the insurance company (O.P) that he had applied for the registration of the vehicle as a Taxi i.e as the commercial vehicle. Therefore, doing so he had violated the terms and conditions of the policy and it is also clear that he had not taken the insurance of the vehicle with the clear breast. For this reason we find and hold that the insurance company (O.P) has rightly repudiated his claim. The order of the District Forum against it, therefore, does not appear to be correct and legally sustainable.
8. On the basis of foregoing discussions this **appeal is allowed** on contest and the impugned order is set aside. Parties to bear their own cost.

Md. Shamim Akhtar Gita Verma

(Judicial Member) (Judicial Member)

Md. Fariduzzama

[MISS GITA VERMA]
PRESIDING MEMBER

[MD. SHAMIM AKHTAR]
JUDICIAL MEMBER